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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

POLARIS POWERLED TECHNOLOGIES, LLC, Plaintiff, v. VIZIO, INC., Defendant.	Case No. 8:18-cv-01571-JVS (DFMx) **PLAINTIFF POLARIS POWERLED TECHNOLOGIES, LLC'S RESPONSIVE SUPPLEMENTAL CLAIM CONSTRUCTION BRIEF** Judge: Hon. James v. Selna

1   VIZIO argues that "configured to receive" should be given its plain and

2   ordinary meaning of "designed to receive" in the phrases "a first input configured to

3   receive a user signal" in claim 1 and "a second input configured to receive a

4   selection signal" in claim 9. ECF 236 at 1. VIZIO's "designed to receive"

5   construction is completely new to Polaris as VIZIO never informed or discussed this

6   construction with Polaris at any point prior to the VIZIO filing its supplemental

7   brief.

8   Since the claim construction hearing on November 20, VIZIO has changed its

9   position with regard to these two terms. VIZIO presents absolutely no argument

10 restricting how the "first input" and "second input" can be implemented. In VIZIO's

11 supplemental brief, VIZIO does **not** dispute that "a first input configured to receive a

12 user signal" and "a second input configured to receive a selection signal" can be

13 implemented in hardware, software, or a combination of both. In fact, VIZIO

14 proposes a broad, plain meaning construction of "configured to receive" as

15 "designed to receive," which would necessarily cover all implementations "designed

16 to receive" a signal regardless of whether the implementations are in hardware,

17 software, or a combination of both.

18   Furthermore, the claim language is directed to a "brightness control circuit"

19 with "a first input *configured to* receive a user signal" and "a second input

20 *configured to* receive a selection signal." The only way to *configure* the "input" of a

21 circuit is in hardware, software, or a combination of both. Polaris' construction thus

22 accurately states the meaning of configured to in the context of the claims.

23   Therefore, in light of VIZIO's supplemental brief, there appears to be no

24 dispute between the parties that "a first input configured to receive a user signal" and

25 "a second input configured to receive a selection signal" can be implemented in

26 hardware, software, or a combination of both. The Court should thus adopt Polaris'

27 constructions of "a first input configured to receive a user signal" as "a first input

28 actually programmed or implemented with hardware or software to receive a user

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signal" in claim 1 and "a second input configured to receive a selection signal" as "a second input actually programmed or implemented in hardware or software to receive a selection signal" in claim 9.

Dated: December 16, 2019

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By: /s/ *Robert F. Kramer*
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